



**J. Ashley Cooper**

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March 4, 2019

**Via Electronic Filing**

The Honorable Jocelyn G. Boyd  
Chief Clerk/Administrator  
**Public Service Commission of South Carolina**  
101 Executive Center Drive  
Columbia, South Carolina 29210

**Re: Beulah Solar, LLC – Request for Modification of an Interconnection  
Agreement with South Carolina Electric & Gas Company  
Docket Number 2018-401-E**

Dear Ms. Boyd:

Enclosed for filing in connection with the above-referenced matter, please find *South Carolina Electric & Gas Company's Response to Motion for Protective Order*.

By copy of this letter, we are serving the Response to Motion for Protective Order upon the parties of record and attach a certificate of service to that effect.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads 'J. Ashley Cooper'.

J. Ashley Cooper

JAC:hmp

Enclosure

cc: (Via Electronic Mail and First Class Mail)  
Richard L. Whitt

**BEFORE THE**  
**PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA**  
**DOCKET NO. 2018-401-E**

IN RE:	)	
	)	
Beulah Solar, LLC - Request for	)	
Modification of an Interconnection	)	
Agreement with South Carolina Electric &	)	
Gas Company	)	South Carolina Electric & Gas
	)	Company's Response in Opposition to
	)	Motion for Protective Order
	)	
	)	
	)	
	)	

Pursuant to S.C. Code Ann. Regs. § 103-829(A), other applicable rules of practice and procedure of the Public Service Commission of South Carolina ("Commission"), and the South Carolina Rules of Civil Procedure, South Carolina Electric & Gas Company ("SCE&G") responds in opposition to Beulah Solar, LLC's ("Beulah") and Eastover Solar, LLC's ("Eastover") (collectively, "Solar Developers") Motion for Protective Order, filed on February 22, 2019, in the above-referenced docket (the "Motion"). This Docket, initiated by Solar Developers,<sup>1</sup> was premised in part on the idea that a future stakeholder process may impact existing curtailment language in Solar Developers' respective interconnection agreements (together, the "IAs"). Thus, the stakeholder process was pending when the Solar Developers' initiated this dispute. In an about-face, and ironically now that the once prospective stakeholder process is actually scheduled, Solar Developers want to stall the entire proceeding, both through the related abeyance request and in the instant Motion, to await the results of the stakeholder

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<sup>1</sup> Beulah initiated action in this docket on December 28, 2018. Eastover initiated action in Docket No. 2019-51-E on January 24, 2019.

review. This dispute, however, is now not limited to changes resulting from the stakeholder process, should any occur, but instead includes the status of the now automatically terminated IAs due to the missed Milestone Payments. The Requested Protective Order is improper because:

- SCE&G's discovery is permitted under the Rules of the Commission and the South Carolina Rules of Civil Procedure;
- A bar on discovery improperly prohibits SCE&G from developing its own defenses and claims before the pre-filed Testimony deadlines set forth by Order of the Commission on January 18, 2019;
- Discovery is necessary to explore Solar Developers' requests to revive the terminated interconnection agreements; and
- Solar Developers' request is for the sole and wrongful purpose of delay in this proceeding and of their now defaulted Milestone Payments.

### **RELEVANT BACKGROUND**

On December 28, 2018, Beulah filed a Motion to Maintain Status Quo and a Request for Modification in the above-referenced docket. Beulah's Request for Modification seeks to *potentially* modify the curtailment language of its interconnection agreement with SCE&G ("Beulah IA") based on the possible action of the stakeholder process. Beulah's separate Motion to Maintain Status Quo addresses its need to alter its Milestone schedule in its now terminated Beulah IA and indefinitely extend those deadlines. On January 24, 2019, Eastover filed essentially the same two distinct demands in Docket No. 2019-51-E, and Eastover's interconnection agreement with SCE&G ("Eastover IA") likewise terminated for failure to make Milestone Payment 1.

In order to understand the basis of Solar Developers' claims, SCE&G filed its First Set of Discovery Requests as to Beulah on February 5, 2019 ("First Beulah Requests"), its First Set of Discovery Requests as to Eastover on February 12, 2019 ("First Eastover Requests"), and its

Second Set of Discovery Requests as to Beulah on February 18, 2019 (“Second Beulah Requests”) (together, the “Discovery Requests”). The Discovery Requests are attached hereto as Exhibit A and incorporated herein. The responses to the Interrogatories and Requests for Production of Documents contained in the First Beulah Requests were due on February 25, 2019,<sup>2</sup> while the responses to the Requests for Admission in the First Beulah Requests are due on March 7, 2019. The responses to the Interrogatories and Requests for Production of Documents contained in the First Eastover Requests are due on March 4, 2019, while the responses to the Requests for Admission in the First Eastover Requests are due on March 14, 2019. The responses to the Interrogatories and Requests for Production of Documents contained in the Second Beulah Requests were due on March 11, 2019, while the responses to the Requests for Admission in the Second Beulah Requests are due on March 20, 2019.

Avoiding prosecution of the claims Solar Developers raised, and in an attempt to bar SCE&G from developing its own claims and defenses, Solar Developers filed a Motion to Hold Docket in Abeyance on February 21, 2019, and a Motion for Protective Order on February 22, 2019. In its Motion for Protective Order, Solar Developers argue that the simple act of seeking discovery by SCE&G is a “transparent attempt to punish” Solar Developers. Solar Developers focused its Protective Order request on the fact that the curtailment stakeholder process may result in this docket being administratively closed. As previously argued by Solar Developers, the stakeholder process has always been “pending” throughout the duration of this dispute and Solar Developers are disingenuous in their attempt to use it as a basis to dodge supporting the lawsuit they filed.

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<sup>2</sup> On February 25, 2019, Beulah Solar filed its Objections/Responses to SCE&G’s First Set of Discovery Requests. Solar Developers either provided incomplete responses or failed altogether to respond to a large portion of SCE&G’s discovery requests. SCE&G will file a separate Motion to Compel in this Docket.

Solar Developers avoided other issues in their Motion for Protective Order that are currently before the Commission and that need to be developed through discovery, including but not limited to: (1) Solar Developers' funding for the projects and failures to make Milestone Payment 1; (2) the resulting termination of the IAs; (3) and Solar Developers' requests to revive the terminated IAs. As set forth below, SCE&G's Discovery Requests are proper and seek material relevant to this proceeding. The impact of the stakeholder process has not changed from the time Solar Developers initiated this dispute to present—the impact is objectively *prospective* in nature and, as a result of Solar Developers' alleged claims and actions pending in this docket, is not dispositive of this entire dispute. The Rules of this Commission and the South Carolina Rules of Civil Procedure should be followed to allow SCE&G to secure evidence, if any exists, of the claims alleged by Solar Developers.

### **ARGUMENT**

Rule 26(c), SCRCP, allows a party from whom discovery is sought to seek protection “for good cause shown” from “annoyance, embarrassment, oppression, or undue burden . . . .” Solar Developers have failed to show good cause for a protective order barring all discovery in this matter. To show good cause, the party seeking a protective order must demonstrate the existence of a “particularized harm which will result if the challenged discovery is had.” *Hollman v. Woolfson*, 384 S.C. 571, 578, 683 S.E.2d 495, 498 (2009); *see also Hamm v. South Carolina*, 312 S.C. 238, 242, 439 S.E.2d 852, 854 (1994). A protective order is warranted only “when the discovery process threatens to become abusive.” *Gattison v. S.C. State College*, 318 S.C. 148, 149, 456 S.E.2d 414, 415 (Ct. App. 1995).

I. The volume and timing of SCE&G's discovery requests are appropriate.

Solar Developers improperly complain about the volume and timing of the Discovery Requests.<sup>3</sup> The number and timing of SCE&G's Discovery Requests are well within the applicable discovery rules. The South Carolina Rules of Civil Procedure specifically allow a party to serve up to fifty interrogatories and twenty requests for admission. Rule 33(b)(9), SCRPC; Rule 36(c), SCRPC. There is no limitation on the number of requests for production of documents. Likewise, discovery may be served prior to the filing of pre-filed testimony before the Commission. Indeed, S.C. Code Ann. Regs. § 103-833 contains no limitation on how early discovery can be served, but rather on how *late* in a proceeding it can be served. *See e.g.* S.C. Code Ann. Regs. § 103-833(C) (“[u]nless under special circumstances and for good cause shown, requests for production of documents and things shall not be served less than 10 days prior to the date assigned for commencement of hearing.”) Precluding the filing of discovery until after the pre-filed testimony is made in April would delay the proceeding, and hearing scheduled for May 2, 2019, and the invented restriction serves no purpose. SCE&G would be greatly disadvantaged if it had to file its pre-filed testimony and then receive Solar Developers' purported evidentiary support.

Solar Developers' complaint that SCE&G's Discovery Requests only “include[s] a response time of 20 calendar days, (which in reality, computes to 14 work days)” is misplaced and somewhat curious; Solar Developers appear to ignore that Commission Regulation 103-833 is itself the basis for the 20 calendar day deadline for both Interrogatories and Request for Production of Documents.

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<sup>3</sup> Solar Developers point out that SCE&G served “13 Requests for Admissions, 24 Interrogatories, and 20 Requests for Production” on Beulah Solar and then supplemented its Discovery Requests by adding “2 additional Requests for Admissions, 3 additional Interrogatories, and 4 additional Request for Production.” Motion for Protective Order at P. 1. Solar Developers also list the discovery that SCE&G served on Eastover Solar. While Solar Developers have common counsel, they are separate and distinct companies, with separate claims based on different facts. With respect to Eastover Solar, Solar Developers complain that SCE&G served “13 Requests for Admissions, 27 Interrogatories and 21 Requests for Production.”

II. SCE&G's Discovery Requests are appropriate in scope.

The relevant South Carolina rules and case law clearly demonstrate that the scope of discovery is broad and a party

may obtain discovery regarding any matter, not privileged, which is relevant to the subject matter involved in the pending action ... It is not ground for objection that the information sought will be inadmissible at the trial if the information sought appears reasonably calculated to lead to the discovery of admissible evidence.

Rule 26(b)(1), SCRCPP; *see also Hollman v. Woolfson*, 384 S.C. 571, 577–78, 683 S.E.2d 495, 498 (2009).

As more fully addressed in SCE&G's Opposition to Request to Hold Docket in Abeyance, Solar Developers failed to make their required Milestone Payment 1, terminating their respective IAs. Solar Developers have further made issue of their inability to secure financing with respect to curtailment language in the IAs. In general, SCE&G has a right to propound discovery relating to Solar Developers' failure to make Milestone Payment 1, Solar Developers' financial health, their willingness to sign previous interconnection agreements with SCE&G that contain identical curtailment language, purported damages, and Solar Developers' willingness and ability to make Milestone Payments under prior agreements which contain identical curtailment provisions. SCE&G is further entitled to investigate the impact of Solar Developers' delay on SCE&G and other third parties. These questions are reasonably calculated to lead to the discovery of admissible evidence and are critical to SCE&G's ability to defend itself and otherwise investigate Solar Developers' claims. The Discovery Requests are clearly within the permissive scope of discovery.

III. SCE&G's Discovery Requests are not embarrassing, oppressive, or unduly burdensome.

Solar Developers have not met their burden of proving that responding to SCE&G's Discovery Requests is embarrassing, oppressive, or unduly burdensome, nor can they. While

offering no detail on how the tailored Requests are harassing, other than the presumed fact that they were filed at all, Solar Developers instead focus on purported judicial economy in stalling, contending:

The stakeholder process described herein, may well lead to changes in the Company's curtailment language contained in its IAs, which language has not been approved by this Commission, and those changes will likely allow this Docket to be administratively closed resulting in great monetary savings of the parties and a saving of judicial economy of this Commission.

Motion for Protective Order at P. 3. While a convenient argument for Solar Developers, it ignores the largest legal obstacle for Solar Developers in this proceeding—the fact that their IAs have been terminated. A number of SCE&G's questions are properly related to understanding why Solar Developers failed to make their Milestone Payments 1 and other relevant issues, including Requests aimed at understanding:

- Persons with whom Solar Developers sought financing and who refused to provide financing because of the curtailment provisions or the purported uncertainty of future curtailment protocols contained in the IA;
- Information related to any damages Solar Developers claim to have incurred;
- Communications concerning events related to the IA, such as the signing of the IAs or the anticipated Milestone Payments;
- Instances where a Milestone Payment was made pursuant to IAs containing similar curtailment language by Solar Developers and their affiliates or upstream owners, as they self-identified in their Form 556 filing with FERC;
- Information concerning other instances, if existing when Solar Developers or their affiliates/upstream owners were unable to secure financing due to SCE&G's existing curtailment language in the project's interconnection agreement.

These discovery inquiries are not meant to “punish” but rather are proffered to allow SCE&G to investigate Solar Developers' own allegations and, in particular, evaluate Solar Developers' request for the Commission to revive the now terminated IAs. Solar Developers must provide full responses within the time periods prescribed by the applicable rules without further delay



unless they choose to withdraw their Motions to Maintain Status Quo and Requests for Modification.

Entertaining further delay tactics from Solar Developers is unfair to SCE&G and, unlike SCE&G's simple efforts to secure discovery in a dispute it did not start, is what actually threatens judicial economy. The Protective Order should be denied and discovery should proceed to avoid further delay of resolution and further impact on lower queued third parties.

### **CONCLUSION**

For the reasons stated above, the Motion for Protective Order should be denied.

[SIGNATURE PAGE FOLLOWS]

Respectfully Submitted,

s/ J. Ashley Cooper

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Matthew W. Gissendanner, Esquire  
**South Carolina Electric & Gas Company**  
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220 Operation Way  
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Phone: (803) 217-8141  
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Email: chad.burgess@scana.com

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***Attorneys for South Carolina Electric &  
Gas Company***

Cayce, South Carolina  
March 4, 2019

**BEFORE THE  
PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA  
DOCKET NO. 2018-401-E**

IN RE: )  
)  
Beulah Solar, LLC - Request for )  
Modification of an Interconnection )  
Agreement with South Carolina Electric & )  
Gas Company )  
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**CERTIFICATE OF SERVICE**

This is to certify that I, J. Ashley Cooper, have this day caused to be served upon the person named below the *South Carolina Electric & Gas Company's Response in Opposition to Motion for Protective Order* by electronic mail and by placing a copy of same in the United States Mail, postage prepaid, in an envelope addressed as follows:

(via email: [rlwhitt@austinrogerspa.com](mailto:rlwhitt@austinrogerspa.com))  
Richard L. Whitt  
Austin & Rogers, P.A.  
508 Hampton Street, Suite 300  
Columbia, South Carolina 29201

s/ J. Ashley Cooper \_\_\_\_\_

This 4<sup>th</sup> day of March, 2019.



**J. Ashley Cooper**

**Partner**

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Direct Fax: 843.727.2680

ashleycooper@parkerpoe.com

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Charleston, SC  
Charlotte, NC  
Columbia, SC  
Greenville, SC  
Raleigh, NC  
Spartanburg, SC

February 5, 2019

**Via Electronic Filing**

The Honorable Jocelyn G. Boyd  
Chief Clerk/Administrator  
**Public Service Commission of South Carolina**  
101 Executive Center Drive  
Columbia, South Carolina 29210

**Re: Beulah Solar, LLC – Request for Modification of an Interconnection  
Agreement with South Carolina Electric & Gas Company  
Docket Number 2018-401-E**

Dear Ms. Boyd:

Enclosed for filing in connection with the above-referenced matter, please find *South Carolina Electric & Gas Company's First Set of Discovery Requests*.

By copy of this letter, we are serving the First Set of Discovery Requests upon the parties of record and attach a certificate of service to that effect.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads 'J. Ashley Cooper'.

J. Ashley Cooper

JAC:vbb

Enclosure

cc: (Via Electronic Mail and First Class Mail)  
Richard L. Whitt  
Dawn Hipp  
Jeffrey M. Nelson

**BEFORE**  
**THE PUBLIC SERVICE COMMISSION**  
**OF SOUTH CAROLINA**  
**DOCKET NO. 2018-401-E**

IN RE:

Beulah Solar, LLC – Request for )  
 Modification of an Interconnection )  
 Agreement with South Carolina Electric & )  
 Gas Company )  
 \_\_\_\_\_ )

**CERTIFICATE SERVICE**

This is to certify that I have caused to be served on this day one (1) copy of **SOUTH CAROLINA ELECTRIC & GAS COMPANY'S FIRST SET OF DISCOVERY REQUESTS** via electronic mail and U.S. First Class Mail upon the persons named below, addressed as follows:

Richard L. Whitt  
 Austin & Rogers, P.A.  
 508 Hampton Street, Suite 203  
 Columbia, South Carolina 29201  
*Email: rlwhitt@austinrogerspa.com*

Attorney for Petitioner, Beulah Solar, LLC

Dawn Hipp  
 Jeffrey M. Nelson  
 Office of Regulatory Staff  
 1401 Main Street, Suite 900  
 Columbia, South Carolina 29201  
*Email: dhipp@regstaff.sc.gov*  
*Email: jnelson@regstaff.sc.gov*

s/ J. Ashley Cooper

This 5<sup>th</sup> day of February, 2019.

**BEFORE**  
**THE PUBLIC SERVICE COMMISSION**  
**OF SOUTH CAROLINA**  
**DOCKET NO. 2018-401-E**

IN RE:

Beulah Solar, LLC – Request for	)	
Modification of an Interconnection	)	<b>South Carolina Electric &amp; Gas Company’s</b>
Agreement with South Carolina Electric &	)	<b>First Set of Discovery Requests</b>
Gas Company	)	
_____	)	

**TO: BEULAH SOLAR, LLC**

Pursuant to S.C. Code Ann. Regs. §§ 103-833, 103-835 and Rule 36 of the South Carolina Rules of Civil Procedure, South Carolina Electric & Gas Company (“SCE&G”), by and through its undersigned counsel, requests that Beulah Solar, LLC (“Beulah”) admit or deny the following requests to admit, answer the corresponding interrogatories under oath, and produce all documents or other materials responsive to the corresponding requests for production within twenty (20) days of the date of service hereof to the offices of Parker Poe, set forth below, (“Discovery Requests”). Each matter for which admission or denial is requested shall be deemed admitted unless Beulah serves responses within the period required by Rule 36, SCRCP.

**INSTRUCTIONS**

**IT IS HEREIN REQUESTED:**

1. That all information, documents, and other materials shall be provided to the undersigned in the format as requested.
2. That all responses to the below Discovery Requests shall be labeled using the same numbers as used herein.

3. That if the requested information, documents, or other materials are found in other places or in other exhibits, reference not be made to those, but, instead, that the information, documents, or other materials be reproduced and placed in the responses to the interrogatory or requests for production in the appropriate sequence.

4. That any inquiries or communication relating to questions concerning clarifications be directed to the undersigned.

5. That all exhibits be reduced to an 8.5" x 11" format.

6. If the response to any Discovery Request is that the information requested is not currently available, state why the information is not currently available and when the information requested will become available.

7. The corresponding Discovery Requests shall be deemed continuing so as to require Beulah to supplement or amend its responses as any additional information, documents, or other materials become available up to and through the date of hearing.

8. If a privilege not to answer is claimed, identify and describe each matter as to which privilege is claimed, the nature of the privilege, and the legal and factual basis for each such claim. In the event that a claim of privilege is raised pursuant to a common interest, provide the common interest agreement or joint defense agreement upon which the privilege is raised.

9. If a refusal to answer is based on the grounds that same would be unduly burdensome, identify the number and nature of documents needed to be searched, the location of the documents, and the number of man hours and costs required to conduct the search.

10. Answer based on the entire knowledge of Beulah, including information in the possession of Beulah, its officers, directors, consultants, representatives, agents, experts, and attorneys, if any.

11. If any Discovery Request cannot be admitted, denied, or answered in full, admit, deny, or answer to the extent possible and specify the reasons for Beulah's inability to provide a complete admission, denial, or answer.

### **DEFINITIONS**

1. The terms "Beulah," "Beulah Solar," "Claimants," "You," and "Your" shall mean Beulah Solar, LLC, together with its employees, agents, consultants, experts, subsidiaries, affiliates, parents, and other operational or functional units and all officers, directors, owners, members, employees, agents, and representatives of these entities. The terms specifically include companies that currently or previously identify Cypress Creek Renewables, LLC as an upstream owner or manager such as, without limitation, Huntley Solar, LLC, Ganymede Solar, LLC, Palmetto Plains Solar Project, LLC. The terms also include all other persons acting on behalf of Beulah.

2. The term "SCE&G" shall mean South Carolina Electric & Gas Company, together with its employees, agents, consultants, experts, subsidiaries, affiliates, parents, and other operational or functional units and all officers, directors, owners, members, employees, agents, and representatives of these entities. It also includes all other persons acting on behalf of SCE&G.

3. The term "Cypress Creek" shall mean Cypress Creek Renewables, LLC, together with its employees, agents, consultants, experts, subsidiaries, affiliates, parents, and other operational or functional units and all officers, directors, owners, members, employees, agents, and representatives of these entities. It also includes all other persons acting on behalf of Cypress Creek.

4. The term "Huntley" shall mean Huntley Solar, LLC, together with its employees,



agents, consultants, experts, subsidiaries, affiliates, parents, and other operational or functional units and all officers, directors, owners, members, employees, agents, and representatives of these entities. It also includes all other persons acting on behalf of Huntley.

5. The term “Ganymede” shall mean Ganymede Solar, LLC, together with its employees, agents, consultants, experts, subsidiaries, affiliates, parents, and other operational or functional units and all officers, directors, owners, members, employees, agents, and representatives of these entities. It also includes all other persons acting on behalf of Ganymede.

6. The term “Palmetto Plains” shall mean Palmetto Plains Solar Project, LLC, together with its employees, agents, consultants, experts, subsidiaries, affiliates, parents, and other operational or functional units and all officers, directors, owners, members, employees, agents, and representatives of these entities. It also includes all other persons acting on behalf of Palmetto Plains.

7. The term “IA” means the Interconnection Agreement between SCE&G and Beulah entered on September 24, 2018.

8. The term “Requests” means the Request for Modification of the Interconnection Agreement and the Motion to Maintain Status Quo, both filed by Beulah with the Public Service Commission of South Carolina on or about December 28, 2018, in the above-captioned matter.

9. The term “Action” shall mean the action initiated by Beulah before the Public Service Commission of South Carolina, Docket No. 2018-401-E.

10. The term “Project” shall mean a solar generating facility up to 74.976 MW that will be certified as a Qualifying Facility and connect to and operate on SCE&G’s systems and the purchase of power under the terms of the IA.

11. The term “Settlement Agreement” shall mean the Joint Application and Petition

of SCE&G and Dominion Energy, filed November 30, 2018, in Docket No. 2017-370-E.

12. “Person” shall mean any individual, partnership, firm, association, corporation, government agency, or other business or legal entity.

13. The term “Eastover” shall mean Eastover Solar LLC together with its employees, agents, consultants, experts, subsidiaries, affiliates, parents, and other operational or functional units and all officers, directors, owners, members, employees, agents, and representatives of these entities. They also include all other persons acting on behalf of Eastover.

14. “Document” and “documents” shall mean all written, recorded or graphic matters whatsoever and all non-identical copies thereof, including but not limited to papers, books, records, letters, photographs, correspondence, communications, electronic mail, text messages, social media records, telegrams, cables, telex messages, evidences of payment, checks, memoranda, notes, notations, work papers, transcripts, minutes, reports, recordings of telephone or other conversations, statements, summaries, opinions, studies, analyses, evaluations, contracts, agreements, jottings, agendas, bulletins, notices, announcements, advertisements, guidelines, charts, manuals, brochures, publications, schedules, price lists, subscription lists, customer lists, journals, statistical reports, desk calendars, appointment books, diaries, lists, tabulations, newsletters, drafts, proofs, galleys, or other prepublication forms of materials, telephone lists or indexes, rolodexes, computer printouts, data processing program libraries, data processing input and outputs, microfilm, microfiches, CD-ROMs, books of account, records or invoices reflecting business operations, all records kept by electronic, photographic, or mechanical means, any notes or drafts relating to any of the foregoing, and any other documents as defined in Rule 34 of the South Carolina Rules of Civil Procedure of any kind in Beulah’s possession, custody or control or to which Beulah has access or knows to exist. The above list is not meant to be exhaustive but

to demonstrate the breadth of the items that may be considered “documents.”

15. “Communication(s)” when used in these Discovery Requests shall include the transmittal of information by any means, written, oral, electronic or otherwise.

16. “Identify” or “identity” used with reference to an individual means to state his or her full name, present or last known address, present or last known position and business affiliation, and employer, title, and position at the time in question. If the person was an officer, director, trustee, commissioner, or employee, also state the job title and areas of responsibility.

17. “Identify” or “identity” used with reference to a writing means to state the date, author, type of document (e.g., letter, memorandum, telegram, chart, note, application, etc.), or other means of identification, and its present location or custodian. If any such document is no longer in Your possession or subject to Your control, state what disposition was made of it.

18. “Address” means home address, mailing address, school address, and business address.

19. Please construe “and” as well as “or” either disjunctively or conjunctively as necessary to bring within the scope of these Discovery Requests any information which might otherwise be construed outside their scope.

20. The terms “relating to,” “relate to,” and “related to” mean directly or indirectly, expressly or implied, mentioning, describing, pertaining to, being connected with, or reflecting upon the subject matter of the specific request.

### **REQUESTS FOR ADMISSIONS**

1. Admit that the IA is a valid written agreement signed by Beulah.
2. Admit that Beulah read the IA before signing it.
3. Admit that extensions of Milestones under the IA are governed by Section 6.2.
4. Admit that Beulah was aware of the Milestones of the IA when Beulah entered into the IA.
5. Admit that Beulah was aware of the curtailment scenarios set forth in Appendix 5 of the IA when Beulah entered into the IA.
6. Admit that the Settlement Agreement itself does not establish a change to any existing curtailment language contained in the IA.
7. Admit that the date of the grant of the Motion to Maintain Status Quo, if granted, will occur after the date for Milestone Payment 1, January 2, 2019, has passed.
8. Admit that Beulah's request to Maintain Status Quo impacts other solar developers lower in SCE&G's queue.
9. Admit that Beulah is, or was at one time, managed by Cypress Creek.
10. Admit the Cypress Creek is, or was at one time, an upstream owner of Beulah.
11. Admit that Cypress Creek was an upstream owner of Ganymede when Ganymede signed an interconnection agreement with SCE&G.
12. Admit that Cypress Creek was an upstream owner of Huntley Solar when Huntley signed an interconnection agreement with SCE&G.
13. Admit that Cypress Creek was an upstream owner of Palmetto Plains when Palmetto Plains signed an interconnection agreement with SCE&G.

## **INTERROGATORIES**

1. Give the names and addresses of persons known to Beulah or counsel to have knowledge or to be witnesses concerning the facts of this Action and indicate whether or not written or recorded statements have been taken from these persons and indicate who has possession of such statements.

2. List the names and addresses of any expert witnesses whom Beulah proposes to use as a witness at the trial or hearing of this Action and state:

- a. the subject matter on which the expert witness is expected to testify;
- b. the conclusions and/or opinions of the expert witness and the basis therefor;
- c. the qualifications of each expert witness and the basis therefor; and
- d. the identity of any written reports of the expert witness regarding the claims that are the subject of this suit.

3. For each person known to Beulah or counsel to have knowledge or be a witness concerning the facts of this Action, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such persons, or provide a copy of any written or recorded statements taken from such persons.

4. Set forth an itemized statement of any and all damages You allege You sustained as a result of any act or omission of SCE&G.

5. Identify and set forth all communications made by or received by Beulah related to the allegations in the Requests. For each such communication, identify the subject of the communication; the type of communication; the names of the persons involved; the date and

time of the communication; the place of the communication; and the person(s) who made the statement(s).

6. Set forth all facts You contend support Your allegation that “[SCE&G’s] Response ignores Beulah Solar’s timely filing of a Motion and makes the remarkable statement, despite Beulah Solar’s timely filing of a Motion, ‘...the IA is terminated by its terms.’”

7. Set forth all facts You contend support Your allegation that “[t]he ‘Stakeholder Process’,...will likely lead to amendment or modification of the ‘curtailment language’ in [SCE&G’s] IAs.”

8. Set forth all facts You contend support Your belief that any amendment or modification of the curtailment language in SCE&G’s IAs will apply retroactively to existing IAs.

9. Set forth the date on which the “Stakeholder Process” You describe in Your Reply to SCE&G’s Response to the Requests will be completed.

10. Set forth the date on which You contend the amendment or modifications of the curtailment language in SCE&G’s IAs will occur.

11. Set forth all facts that show that You sought to extend or delay the payment of Milestone Payment 1 at the earliest reasonable date.

12. Identify all Persons Beulah has solicited to fund or finance the Project and/or Milestone Payment 1 and, if such Persons have been engaged to fund or finance the Project, the amount at which such Person has been engaged.

13. Identify all Persons with whom Beulah has sought financing for the Project and/or Milestone Payment 1 who refused to provide financing because of the curtailment provisions or the purported uncertainty of future curtailment protocols.

14. Identify how Beulah is impacted differently from other solar developers by the stakeholder process.
15. Identify all communications occurring between Beulah and Eastover relating to the Project, SCE&G, the Action, or the terms of any SCE&G interconnection agreement.
16. Identify all differences in Your ability to secure financing before the Settlement Agreement and after the Settlement Agreement.
17. Set forth the method by which You plan to fund or pay for the Project.
18. Identify all projects in South Carolina for which You, including without limitation any companies for which Cypress Creek has ever been an upstream owner or manager, made a milestone payment in compliance with an interconnection agreement that contained SCE&G's existing curtailment language.
19. Identify all projects in South Carolina in which You, including without limitation any companies for which Cypress Creek has ever been an upstream owner or manager, made the initial Milestone payment without funding for the project having been secured.
20. Identify any projects in South Carolina for which You, including without limitation any companies for which Cypress Creek has ever been an upstream owner or manager, were unable to secure financing due to SCE&G's existing curtailment language in the project's interconnection agreement.
21. Describe the ownership and operation of the South Carolina projects You, including without limitation any companies for which Cypress Creek has ever been an upstream owner or manager, develop and Your anticipated plans for the project, including without limitation whether You typically own and operate Your projects beyond an initial term.

### **REQUESTS FOR PRODUCTION**

1. Produce any and all statements, written, oral, or transcribed, of any individual that relate in any manner to the claims set forth in the Requests.
2. Produce all documents relied upon or referred to in responding to SCE&G's First Set of Interrogatories and First Set of Requests for Admission served contemporaneously herewith.
3. Produce all reports or other documents prepared by any expert witness retained by Beulah in this case, including a current curriculum vitae.
4. Produce all documents and communications relating in any way to this Action, including without limitation, all documents and communications Beulah intends to use in this Action.
5. Produce all documents, notes, and communications prepared, maintained, made, sent, or received by Beulah concerning the subject matter of the Requests.
6. Produce all documents and communications Beulah has provided to or received from SCE&G or anyone acting on SCE&G's behalf regarding the subject matter of the Requests.
7. Produce all documents and communications evidencing any damages You allege You sustained as a result of any act or omission of SCE&G.
8. Produce all communications made by or received by Beulah related to the allegations in the Requests, including without limitation the IA or Project.
9. Produce all documents and communications that support Your allegation that "[SCE&G's] Response ignores Beulah Solar's timely filing of a Motion and makes the remarkable statement, despite Beulah Solar's timely filing of a Motion, '...the IA is terminated by its terms.'"



10. Produce all documents and communications that support Your allegation that “[SCE&G] invades the province of this Commission” and that SCE&G “attempts to usurp the authority of this Commission.”

11. Produce all documents and communications that support Your allegation that SCE&G “takes the position that it can ignore a provision of an Agreement, to which it is a signatory.”

12. Produce all documents and communications that support Your allegation that “[t]he ‘Stakeholder Process’,...will likely lead to amendment or modification of the ‘curtailment language’ in [SCE&G’s] IAs.”

13. Produce all documents and communications that support Your belief that any amendment or modification of the curtailment language in SCE&G’s interconnection agreements will apply retroactively to existing interconnection agreements.

14. Produce all documents and communications with or concerning Persons Beulah solicited to fund or finance the Project and/or Milestone Payment 1.

15. Produce all documents and communications that relate to the financing of the Project and/or Milestone Payment 1.

16. Produce all documents and communications that relate to the payment of Milestone Payment 1.

17. Produce all documents and communications with or concerning Persons You, including without limitation any companies for which Cypress Creek has ever been an upstream owner or manager, solicited to fund or finance solar development projects with interconnection agreements containing curtailment language similar to the IA.

18. Produce all communications between Beulah and Eastover.

19. Produce all tax returns for Beulah from January 1, 2017, to present.
20. Produce all financial statements for Beulah from January 1, 2018, to present including, but not limited to, ledgers, profit and loss statements, balance sheets, cash flow statements, and bank statements.

Respectfully Submitted,

s/ J. Ashley Cooper  
 K. Chad Burgess, Esquire  
 Matthew W. Gissendanner, Esquire  
**South Carolina Electric & Gas Company**  
 Mail Code C222  
 220 Operation Way  
 Cayce, South Carolina 29033-3701  
 Phone: (803) 217-8141  
 Fax: (803) 217-7810  
 Email: chad.burgess@scana.com

J. Ashley Cooper, Esquire  
 Parker Poe Adams & Bernstein LLP  
 200 Meeting Street  
 Suite 301  
 Charleston, South Carolina 29401  
 Phone: (843) 727-2674  
 Fax: (843) 727-2680  
 Email: ashleycooper@parkerpoe.com

***Attorneys for South Carolina Electric &  
 Gas Company***

Cayce, South Carolina  
 This 5<sup>th</sup> day of February, 2019.



**J. Ashley Cooper**

**Partner**

Telephone: 843.727.2674

Direct Fax: 843.727.2680

ashleycooper@parkerpoe.com

Atlanta, GA  
Charleston, SC  
Charlotte, NC  
Columbia, SC  
Greenville, SC  
Raleigh, NC  
Spartanburg, SC

February 12, 2019

**Via Electronic Filing**

The Honorable Jocelyn G. Boyd  
Chief Clerk/Administrator  
**Public Service Commission of South Carolina**  
101 Executive Center Drive  
Columbia, South Carolina 29210

**Re: Beulah Solar, LLC – Request for Modification of an Interconnection  
Agreement with South Carolina Electric & Gas Company  
Docket Number 2018-401-E**

Dear Ms. Boyd:

Enclosed for filing in connection with the above-referenced matter, please find *South Carolina Electric & Gas Company's First Set of Discovery Requests to Eastover Solar, LLC*.

By copy of this letter, we are serving the First Set of Discovery Requests upon the parties of record and attach a certificate of service to that effect.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads 'J. Ashley Cooper'. Below the signature, the name 'J. Ashley Cooper' is printed in a black serif font.

J. Ashley Cooper

JAC:vbb

Enclosure

cc: (Via Electronic Mail and First Class Mail)  
Richard L. Whitt  
Dawn Hipp  
Jeffrey M. Nelson

**BEFORE**  
**THE PUBLIC SERVICE COMMISSION**  
**OF SOUTH CAROLINA**  
**DOCKET NO. 2018-401-E**

IN RE:

Beulah Solar, LLC – Request for  
Modification of an Interconnection  
Agreement with South Carolina Electric &  
Gas Company,

)  
)  
)  
)  
)  
)  
)

**CERTIFICATE OF SERVICE**

This is to certify that I have caused to be served on this day one (1) copy of **SOUTH CAROLINA ELECTRIC & GAS COMPANY'S FIRST SET OF DISCOVERY REQUESTS TO EASTOVER SOLAR, LLC** via electronic mail and U.S. First Class Mail upon the persons named below, addressed as follows:

Richard L. Whitt  
Austin & Rogers, P.A.  
508 Hampton Street, Suite 203  
Columbia, South Carolina 29201  
Email: [rlwhitt@austinrogerspa.com](mailto:rlwhitt@austinrogerspa.com)

*Attorney for Petitioners*

Jeffrey M. Nelson  
Office of Regulatory Staff  
1401 Main Street, Suite 900  
Columbia, South Carolina 29201  
Email: [jnelson@regstaff.sc.gov](mailto:jnelson@regstaff.sc.gov)

s/ J. Ashley Cooper

This 12<sup>th</sup> day of February, 2019.

**BEFORE**  
**THE PUBLIC SERVICE COMMISSION**  
**OF SOUTH CAROLINA**  
**DOCKET NO. 2018-401-E**

IN RE:	)	
	)	
Beulah Solar, LLC – Request for	)	<b>South Carolina Electric &amp; Gas Company’s First Set of Discovery Requests to Eastover Solar, LLC</b>
Modification of an Interconnection	)	
Agreement with South Carolina Electric &	)	
Gas Company,	)	
	)	

**TO: EASTOVER SOLAR, LLC**

Pursuant to S.C. Code Ann. Regs. §§ 103-833, 103-835 and Rule 36 of the South Carolina Rules of Civil Procedure, South Carolina Electric & Gas Company (“SCE&G”), by and through its undersigned counsel, requests that Eastover Solar, LLC (“Eastover”) admit or deny the following requests to admit, answer the corresponding interrogatories under oath, and produce all documents or other materials responsive to the corresponding requests for production within twenty (20) days of the date of service hereof to the offices of Parker Poe, set forth below, (“Discovery Requests”). Each matter for which admission or denial is requested shall be deemed admitted unless Eastover serves responses within the period required by Rule 36, SCRCP.

**INSTRUCTIONS**

**IT IS HEREIN REQUESTED:**

1. That all information, documents, and other materials shall be provided to the undersigned in the format as requested.
2. That all responses to the below Discovery Requests shall be labeled using the same numbers as used herein.

3. That if the requested information, documents, or other materials are found in other places or in other exhibits, reference not be made to those, but, instead, that the information, documents, or other materials be reproduced and placed in the responses to the interrogatory or requests for production in the appropriate sequence.

4. That any inquiries or communication relating to questions concerning clarifications be directed to the undersigned.

5. That all exhibits be reduced to an 8.5" x 11" format.

6. If the response to any Discovery Request is that the information requested is not currently available, state why the information is not currently available and when the information requested will become available.

7. The corresponding Discovery Requests shall be deemed continuing so as to require Eastover to supplement or amend its responses as any additional information, documents, or other materials become available up to and through the date of hearing.

8. If a privilege not to answer is claimed, identify and describe each matter as to which privilege is claimed, the nature of the privilege, and the legal and factual basis for each such claim. In the event that a claim of privilege is raised pursuant to a common interest, provide the common interest agreement or joint defense agreement upon which the privilege is raised.

9. If a refusal to answer is based on the grounds that same would be unduly burdensome, identify the number and nature of documents needed to be searched, the location of the documents, and the number of man hours and costs required to conduct the search.

10. Answer based on the entire knowledge of Eastover, including information in the possession of Eastover, its officers, directors, consultants, representatives, agents, experts, and attorneys, if any.

11. If any Discovery Request cannot be admitted, denied, or answered in full, admit, deny, or answer to the extent possible and specify the reasons for Eastover's inability to provide a complete admission, denial, or answer.

## DEFINITIONS

1. The terms “Eastover,” “Eastover Solar,” “Claimants,” “You,” and “Your” shall mean Eastover Solar, LLC, together with its employees, agents, consultants, experts, subsidiaries, affiliates, parents, and other operational or functional units and all officers, directors, owners, members, employees, agents, and representatives of these entities. The terms specifically include companies such as, and without limitation, Community Energy, Inc. and Community Energy Solar, LLC. The terms also include all other Persons acting on behalf of Eastover.

2. The term “SCE&G” shall mean South Carolina Electric & Gas Company, together with its employees, agents, consultants, experts, subsidiaries, affiliates, parents, and other operational or functional units and all officers, directors, owners, members, employees, agents, and representatives of these entities. It also includes all other Persons acting on behalf of SCE&G.

3. The term “Community Energy” shall mean Community Energy, Inc. and/or Community Energy Solar, LLC, together with their employees, agents, consultants, experts, subsidiaries, affiliates, parents, and other operational or functional units and all officers, directors, owners, members, employees, agents, and representatives of these entities. It also includes all other Persons acting on behalf of Community Energy.

4. The term “IA” means the Interconnection Agreement by and between SCE&G and Eastover dated November 13, 2018.

5. The term “Requests” means, collectively, the Request for Modification of the Interconnection Agreement and the Motion to Maintain Status Quo, both filed by Eastover with the Public Service Commission of South Carolina on or about January 24, 2019, in the above-captioned matter.

6. The term “Action” shall mean the action initiated by Eastover before the Public Service Commission of South Carolina, Docket No. 2019-51-E, now consolidated into Docket No. 2018-401-E.

7. The term “Project” shall mean (a) a solar generating facility up to 73.600 MW that will be certified as a Qualifying Facility and connect to and operate on SCE&G’s systems and (b) the purchase of power under the terms of the IA.

8. The term “Person” shall mean any individual, partnership, firm, association, corporation, government agency, or other business or legal entity.

9. The term “Beulah” shall mean Beulah Solar LLC together with its employees, agents, consultants, experts, subsidiaries, affiliates, parents, and other operational or functional units and all officers, directors, owners, members, employees, agents, and representatives of these entities. It also includes all other Persons acting on behalf of Beulah.

10. The term “Midlands” shall mean Midlands Solar, LLC together with its employees, agents, consultants, experts, subsidiaries, affiliates, parents, and other operational or functional units and all officers, directors, owners, members, employees, agents, and representatives of these entities. It also includes all other Persons acting on behalf of Midlands.

11. The term “Settlement Agreement” shall mean the Joint Application and Petition of SCE&G and Dominion Energy, filed November 30, 2018, in Docket No. 2017-370-E.

12. The term “Milestones” shall have the meaning ascribed to it in the IA.



13. The term “Milestone Payment 1” shall have the meaning ascribed to it in the IA.

14. The term “Document” shall mean all written, recorded or graphic matters whatsoever and all non-identical copies thereof, including but not limited to papers, books, records, letters, photographs, correspondence, communications, electronic mail, text messages, social media records, telegrams, cables, telex messages, evidences of payment, checks, memoranda, notes, notations, work papers, transcripts, minutes, reports, recordings of telephone or other conversations, statements, summaries, opinions, studies, analyses, evaluations, contracts, agreements, jottings, agendas, bulletins, notices, announcements, advertisements, guidelines, charts, manuals, brochures, publications, schedules, price lists, subscription lists, customer lists, journals, statistical reports, desk calendars, appointment books, diaries, lists, tabulations, newsletters, drafts, proofs, galleys, or other prepublication forms of materials, telephone lists or indexes, rolodexes, computer printouts, data processing program libraries, data processing input and outputs, microfilm, microfiches, CD-ROMs, books of account, records or invoices reflecting business operations, all records kept by electronic, photographic, or mechanical means, any notes or drafts relating to any of the foregoing, and any other documents as defined in Rule 34 of the South Carolina Rules of Civil Procedure of any kind in Eastover’s possession, custody or control or to which Eastover has access or knows to exist. The above list is not meant to be exhaustive but to demonstrate the breadth of the items that may be considered “documents.”

15. The term “Communication” when used in these Discovery Requests shall include the transmittal of information by any means, written, oral, electronic or otherwise.

16. The terms “Identify” or “identity” used with reference to an individual means to state his or her full name, present or last known address, present or last known position and business affiliation, and employer, title, and position at the time in question. If the individual was an officer,

director, trustee, commissioner, or employee, also state the job title and areas of responsibility.

17. The terms “Identify” or “identity” used with reference to a writing means to state the date, author, type of document (e.g., letter, memorandum, telegram, chart, note, application, etc.), or other means of identification, and its present location or custodian. If any such document is no longer in Your possession or subject to Your control, state what disposition was made of it.

18. The term “Address” means home address, mailing address, school address, and business address.

19. Please construe “and” as well as “or” either disjunctively or conjunctively as necessary to bring within the scope of these Discovery Requests any information which might otherwise be construed outside their scope.

20. The terms “relating to,” “relate to,” and “related to” mean directly or indirectly, expressly or implied, mentioning, describing, pertaining to, being connected with, or reflecting upon the subject matter of the specific request.

### **REQUESTS FOR ADMISSIONS**

1. Admit that the IA is a valid written agreement signed by Eastover.
2. Admit that Eastover read the IA before signing it.
3. Admit that extensions of Milestones under the IA are governed by Section 6.2 of the IA.
4. Admit that Eastover was aware of the Milestones of the IA when Eastover entered into the IA.
5. Admit that Eastover was aware of the curtailment scenarios set forth in Appendix 5 of the IA when Eastover entered into the IA.
6. Admit that the Settlement Agreement itself does not establish a change to any existing curtailment language contained in the IA.
7. Admit that the date of the grant of the Motion to Maintain Status Quo, if granted, will occur after the date for Milestone Payment 1 of the IA, January 29, 2019, has passed.
8. Admit that Eastover's Motion to Maintain Status Quo impacts other solar developers lower in SCE&G's queue.
9. Admit that the IA does not make the payment of Milestone Payment 1 contingent on or in any way related to Your ability to secure financing.
10. Admit that the IA does not contain any defenses or provisions which excuse the payment of Milestone Payment 1 because of Your ability or inability to secure financing.
11. Admit that Eastover is, or was at one time, owned and/or managed by Community Energy.
12. Admit that Midlands has the same or similar curtailment scenarios in the interconnection agreement it entered into with SCE&G.

13. Admit that Community Energy transferred ownership of or sold Midlands.

## **INTERROGATORIES**

1. Give the names and addresses of Persons known to Eastover or counsel to have knowledge or to be witnesses concerning the facts of this Action and indicate whether or not written or recorded statements have been taken from these Persons and indicate who has possession of such statements.

2. List the names and addresses of any expert witnesses whom Eastover proposes to use as a witness at the trial or hearing of this Action and state:

- a. the subject matter on which the expert witness is expected to testify;
- b. the conclusions and/or opinions of the expert witness and the basis therefor;
- c. the qualifications of each expert witness and the basis therefor; and
- d. the identity of any written reports of the expert witness regarding the claims that are the subject of this Action.

3. For each Person known to Eastover or counsel to have knowledge or be a witness concerning the facts of this Action, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such Persons, or provide a copy of any written or recorded statements taken from such Persons.

4. Set forth an itemized statement of any and all damages You allege You sustained as a result of any act or omission of SCE&G.

5. Identify and set forth all communications made by or received by Eastover related to the allegations in the Requests. For each such communication, identify the subject of the communication; the type of communication; the names of the Persons involved; the date and

time of the communication; the place of the communication; and the Person(s) who made the statement(s).

6. Set forth all facts You contend support Your allegation that “[t]he stakeholder process to address solar developers’ concerns has recently been established.”

7. Set forth all facts You contend support Your allegation that “the stakeholder process will result in the adoption of clarifying curtailment protocols, and potentially [sic] modifications to SCE&G’s current IA curtailment provisions.”

8. Describe in detail and with specificity each and every curtailment protocol You expect to be adopted and how each will impact the curtailment scenarios contained in the IA.

9. Set forth the date on which the “Stakeholder Process” You describe in Your Request will be completed.

10. Set forth the date on which You contend the amendment or “modifications of the ‘curtailment language’ in SCE&G’s IAs” will occur.

11. Set forth all facts that show that You sought to extend or delay the payment of Milestone Payment 1 under the IA at the earliest reasonable date.

12. Describe all communications with SCE&G, prior to initiating this Action, wherein You notified SCE&G of any issues or problems You assert in this Docket are caused by the IA’s language.

13. Identify all Persons Eastover solicited to fund or finance the Project and/or Milestone Payment 1 of the IA and, if such Persons have been engaged to fund or finance the Project, the amount at which such Person has been engaged.

14. Identify all Persons with whom Eastover has sought financing for the Project and/or Milestone Payment 1 of the IA who refused to provide financing because of the

curtailment provisions or the purported uncertainty of future curtailment protocols contained in the IA.

15. Identify how Eastover is impacted differently from other solar developers by the “Stakeholder Process” discussed in Your Requests.

16. Identify all communications occurring between Eastover and Beulah relating to the Project, SCE&G, the Action, or the terms of any SCE&G interconnection agreement.

17. Identify all differences in Your ability to secure financing before the Settlement Agreement and after the Settlement Agreement.

18. Set forth the method by which You plan to fund or pay for the Project.

19. Identify all projects in South Carolina for which You, including without limitation any companies for which Community Energy has ever been an owner or manager, made a milestone payment in compliance with an interconnection agreement that contained SCE&G’s existing curtailment language.

20. Identify all projects in South Carolina in which You, including without limitation any companies for which Community Energy has ever been an owner or manager, made an initial milestone payment without funding for the project having been secured.

21. Identify all projects in South Carolina for which You, including without limitation any companies for which Community Energy has ever been an owner or manager, were unable to secure financing due to the existing curtailment language in any interconnection agreement between You and SCE&G.

22. Describe the ownership and operation of the South Carolina projects You, including without limitation any companies for which Community Energy has ever been an

23. Identify the specific curtailment provisions contained in the IA which you maintain are “detailed and complex.”





10. Produce all documents and communications that support Your belief that any amendment or modification of the curtailment language in SCE&G's interconnection agreements will apply retroactively to existing interconnection agreements.

11. Produce all documents and communications that support Your belief that the clarifying curtailment protocols, and potential modifications to the curtailment language in SCE&G's interconnection agreements will alleviate the financing difficulties.

12. Produce all documents and communications with or concerning Persons Eastover solicited to fund or finance the Project and/or Milestone Payment 1 of the IA.

13. Produce all documents and communications that relate to the financing of the Project and/or Milestone Payment 1 of the IA.

14. Produce all documents and communications that relate to the payment of Milestone Payment 1 of the IA.

15. Produce all documents and communications with or concerning Persons You, including without limitation any companies for which Community Energy has ever been an owner or manager, solicited to fund or finance solar development projects with interconnection agreements containing curtailment language similar to the IA.

16. Produce all documents and communications between You and SCE&G that relate to the curtailment provisions contained in the IA, including any proposed modifications.

17. Produce all documents and communications with SCE&G in which You assert the IA curtailment language was problematic or "making it extremely difficult" to secure financing prior to making your filings with the Commission.

18. Produce all documents and communications relating to a potential sale or ownership transfer of Eastover.

19. Produce all communications between Eastover and Beulah.
20. Produce all tax returns for Eastover from January 1, 2017, to present.
21. Produce all financial statements for Eastover from January 1, 2018, to present including, but not limited to, ledgers, profit and loss statements, balance sheets, cash flow statements, and bank statements.

Respectfully Submitted,

s/ J. Ashley Cooper  
 K. Chad Burgess, Esquire  
 Matthew W. Gissendanner, Esquire  
**South Carolina Electric & Gas Company**  
 Mail Code C222  
 220 Operation Way  
 Cayce, South Carolina 29033-3701  
 Phone: (803) 217-8141  
 Fax: (803) 217-7810  
 Email: chad.burgess@scana.com

J. Ashley Cooper, Esquire  
 Parker Poe Adams & Bernstein LLP  
 200 Meeting Street  
 Suite 301  
 Charleston, South Carolina 29401  
 Phone: (843) 727-2674  
 Fax: (843) 727-2680  
 Email: ashleycooper@parkerpoe.com

***Attorneys for South Carolina Electric &  
 Gas Company***

Cayce, South Carolina

This 12<sup>th</sup> day of February, 2019.



**J. Ashley Cooper**

**Partner**

Telephone: 843.727.2674

Direct Fax: 843.727.2680

ashleycooper@parkerpoe.com

Atlanta, GA  
Charleston, SC  
Charlotte, NC  
Columbia, SC  
Greenville, SC  
Raleigh, NC  
Spartanburg, SC

February 18, 2019

**Via Electronic Filing**

The Honorable Jocelyn G. Boyd  
Chief Clerk/Administrator  
**Public Service Commission of South Carolina**  
101 Executive Center Drive  
Columbia, South Carolina 29210

**Re: Beulah Solar, LLC – Request for Modification of an Interconnection  
Agreement with South Carolina Electric & Gas Company  
Docket Number 2018-401-E**

Dear Ms. Boyd:

Enclosed for filing in connection with the above-referenced matter, please find *South Carolina Electric & Gas Company's Second Set of Discovery Requests to Beulah Solar, LLC*.

By copy of this letter, we are serving the Second Set of Discovery Requests upon the parties of record and attach a certificate of service to that effect.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads 'J. Ashley Cooper'.

J. Ashley Cooper

JAC:hmp

Enclosure

cc: (Via Electronic Mail and First Class Mail)  
Richard L. Whitt

**BEFORE**  
**THE PUBLIC SERVICE COMMISSION**  
**OF SOUTH CAROLINA**  
**DOCKET NO. 2018-401-E**

IN RE:	)	
	)	
Beulah Solar, LLC – Request for	)	
Modification of an Interconnection	)	
Agreement with South Carolina Electric &	)	<b>CERTIFICATE OF SERVICE</b>
Gas Company,	)	
	)	

This is to certify that I have caused to be served on this day one (1) copy of **SOUTH CAROLINA ELECTRIC & GAS COMPANY’S SECOND SET OF DISCOVERY REQUESTS** via electronic mail and U.S. First Class Mail upon the persons named below, addressed as follows:

Richard L. Whitt  
Austin & Rogers, P.A.  
508 Hampton Street, Suite 203  
Columbia, South Carolina 29201  
*Email: rlwhitt@austinrogerspa.com*

Attorney for Petitioners

s/ J. Ashley Cooper\_\_\_\_\_

This 18<sup>th</sup> day of February, 2019.

**BEFORE**  
**THE PUBLIC SERVICE COMMISSION**  
**OF SOUTH CAROLINA**  
**DOCKET NO. 2018-401-E**

IN RE:

Beulah Solar, LLC – Request for	)	
Modification of an Interconnection	)	<b>South Carolina Electric &amp; Gas Company’s</b>
Agreement with South Carolina Electric &	)	<b>Second Set of Discovery Requests</b>
Gas Company	)	
	)	

**TO: BEULAH SOLAR, LLC**

Pursuant to S.C. Code Ann. Regs. §§ 103-833, 103-835 and Rule 36 of the South Carolina Rules of Civil Procedure, South Carolina Electric & Gas Company (“SCE&G”), by and through its undersigned counsel, requests that Beulah Solar, LLC (“Beulah”) admit or deny the following requests to admit, answer the corresponding interrogatories under oath, and produce all documents or other materials responsive to the corresponding requests for production within twenty (20) days of the date of service hereof to the offices of Parker Poe, set forth below, (“Discovery Requests”). Each matter for which admission or denial is requested shall be deemed admitted unless Beulah serves responses within the period required by Rule 36, SCRCP.

**INSTRUCTIONS**

**IT IS HEREIN REQUESTED:**

1. That all information, documents, and other materials shall be provided to the undersigned in the format as requested.
2. That all responses to the below Discovery Requests shall be labeled using the same numbers as used herein.

3. That if the requested information, documents, or other materials are found in other places or in other exhibits, reference not be made to those, but, instead, that the information, documents, or other materials be reproduced and placed in the responses to the interrogatory or requests for production in the appropriate sequence.

4. That any inquiries or communication relating to questions concerning clarifications be directed to the undersigned.

5. That all exhibits be reduced to an 8.5" x 11" format.

6. If the response to any Discovery Request is that the information requested is not currently available, state why the information is not currently available and when the information requested will become available.

7. The corresponding Discovery Requests shall be deemed continuing so as to require Beulah to supplement or amend its responses as any additional information, documents, or other materials become available up to and through the date of hearing.

8. If a privilege not to answer is claimed, identify and describe each matter as to which privilege is claimed, the nature of the privilege, and the legal and factual basis for each such claim. In the event that a claim of privilege is raised pursuant to a common interest, provide the common interest agreement or joint defense agreement upon which the privilege is raised.

9. If a refusal to answer is based on the grounds that same would be unduly burdensome, identify the number and nature of documents needed to be searched, the location of the documents, and the number of man hours and costs required to conduct the search.

10. Answer based on the entire knowledge of Beulah, including information in the possession of Beulah, its officers, directors, consultants, representatives, agents, experts, and attorneys, if any.

11. If any Discovery Request cannot be admitted, denied, or answered in full, admit, deny, or answer to the extent possible and specify the reasons for Beulah's inability to provide a complete admission, denial, or answer.

### **DEFINITIONS**

1. The terms "Beulah," "Beulah Solar," "Claimants," "You," and "Your" shall mean Beulah Solar, LLC, together with its employees, agents, consultants, experts, subsidiaries, affiliates, parents, and other operational or functional units and all officers, directors, owners, members, employees, agents, and representatives of these entities. The terms specifically include companies that currently or previously identify Cypress Creek Renewables, LLC as an upstream owner or manager such as, without limitation, Huntley Solar, LLC, Ganymede Solar, LLC, Palmetto Plains Solar Project, LLC. The terms also include all other Persons acting on behalf of Beulah.

2. The term "SCE&G" shall mean South Carolina Electric & Gas Company, together with its employees, agents, consultants, experts, subsidiaries, affiliates, parents, and other operational or functional units and all officers, directors, owners, members, employees, agents, and representatives of these entities. It also includes all other Persons acting on behalf of SCE&G.

3. The term "Cypress Creek" shall mean Cypress Creek Renewables, LLC, together with its employees, agents, consultants, experts, subsidiaries, affiliates, parents, and other operational or functional units and all officers, directors, owners, members, employees, agents, and representatives of these entities. It also includes all other Persons acting on behalf of Cypress Creek.

4. The term "Huntley" shall mean Huntley Solar, LLC, together with its employees,



agents, consultants, experts, subsidiaries, affiliates, parents, and other operational or functional units and all officers, directors, owners, members, employees, agents, and representatives of these entities. It also includes all other persons acting on behalf of Huntley.

5. The term “Ganymede” shall mean Ganymede Solar, LLC, together with its employees, agents, consultants, experts, subsidiaries, affiliates, parents, and other operational or functional units and all officers, directors, owners, members, employees, agents, and representatives of these entities. It also includes all other persons acting on behalf of Ganymede.

6. The term “Palmetto Plains” shall mean Palmetto Plains Solar Project, LLC, together with its employees, agents, consultants, experts, subsidiaries, affiliates, parents, and other operational or functional units and all officers, directors, owners, members, employees, agents, and representatives of these entities. It also includes all other persons acting on behalf of Palmetto Plains.

7. The term “IA” means the Interconnection Agreement between SCE&G and Beulah entered on September 24, 2018.

8. The term “Requests” means, collectively, the Request for Modification of the Interconnection Agreement and the Motion to Maintain Status Quo, both filed by Beulah with the Public Service Commission of South Carolina on or about December 28, 2018, in the above-captioned matter.

9. The term “Action” shall mean the action initiated by Beulah before the Public Service Commission of South Carolina, Docket No. 2018-401-E.

10. The term “Project” shall mean a solar generating facility up to 74.976 MW that will be certified as a Qualifying Facility and connect to and operate on SCE&G’s systems and the purchase of power under the terms of the IA.

11. The term “Settlement Agreement” shall mean the Joint Application and Petition of SCE&G and Dominion Energy, filed November 30, 2018, in Docket No. 2017-370-E.

12. “Person” shall mean any individual, partnership, firm, association, corporation, government agency, or other business or legal entity.

13. The term “Eastover” shall mean Eastover Solar LLC together with its employees, agents, consultants, experts, subsidiaries, affiliates, parents, and other operational or functional units and all officers, directors, owners, members, employees, agents, and representatives of these entities. It also includes all other Persons acting on behalf of Eastover.

14. “Document” and “documents” shall mean all written, recorded or graphic matters whatsoever and all non-identical copies thereof, including but not limited to papers, books, records, letters, photographs, correspondence, communications, electronic mail, text messages, social media records, telegrams, cables, telex messages, evidences of payment, checks, memoranda, notes, notations, work papers, transcripts, minutes, reports, recordings of telephone or other conversations, statements, summaries, opinions, studies, analyses, evaluations, contracts, agreements, jottings, agendas, bulletins, notices, announcements, advertisements, guidelines, charts, manuals, brochures, publications, schedules, price lists, subscription lists, customer lists, journals, statistical reports, desk calendars, appointment books, diaries, lists, tabulations, newsletters, drafts, proofs, galleys, or other prepublication forms of materials, telephone lists or indexes, rolodexes, computer printouts, data processing program libraries, data processing input and outputs, microfilm, microfiches, CD-ROMs, books of account, records or invoices reflecting business operations, all records kept by electronic, photographic, or mechanical means, any notes or drafts relating to any of the foregoing, and any other documents as defined in Rule 34 of the South Carolina Rules of Civil Procedure of any kind in Beulah’s possession, custody or control

or to which Beulah has access or knows to exist. The above list is not meant to be exhaustive but to demonstrate the breadth of the items that may be considered “documents.”

15. “Communication(s)” when used in these Discovery Requests shall include the transmittal of information by any means, written, oral, electronic or otherwise.

16. “Identify” or “identity” used with reference to an individual means to state his or her full name, present or last known address, present or last known position and business affiliation, and employer, title, and position at the time in question. If the individual was an officer, director, trustee, commissioner, or employee, also state the job title and areas of responsibility.

17. “Identify” or “identity” used with reference to a writing means to state the date, author, type of document (e.g., letter, memorandum, telegram, chart, note, application, etc.), or other means of identification, and its present location or custodian. If any such document is no longer in Your possession or subject to Your control, state what disposition was made of it.

18. “Address” means home address, mailing address, school address, and business address.

19. Please construe “and” as well as “or” either disjunctively or conjunctively as necessary to bring within the scope of these Discovery Requests any information which might otherwise be construed outside their scope.

20. The terms “relating to,” “relate to,” and “related to” mean directly or indirectly, expressly or implied, mentioning, describing, pertaining to, being connected with, or reflecting upon the subject matter of the specific request.

**REQUESTS FOR ADMISSIONS**

14. Admit that the IA does not make the payment of Milestone Payment 1 of the IA contingent on or in any way related to Your ability to secure financing.

15. Admit that the IA does not contain any defenses or provisions which excuse the payment of Milestone Payment 1 of the IA because of Your ability or inability to secure financing.

### **INTERROGATORIES**

22. Describe in detail and with specificity each and every curtailment protocol You expect to be adopted and how each will impact the curtailment scenarios contained in the IA.

23. Describe all communications with SCE&G, prior to initiating this Action, wherein You notified SCE&G of any issues or problems You assert in this Action are caused by the IA's language.

24. Identify the specific curtailment provisions contained in the IA which you maintain are "detailed and complex."

## **REQUESTS FOR PRODUCTION**

21. Produce all documents and communications that support Your belief that the clarifying curtailment protocols, and potential modifications to the curtailment language in SCE&G's interconnection agreements, will alleviate Your financing difficulties.

22. Produce all documents and communications between You and SCE&G that relate to the curtailment provisions contained in the IA, including any proposed modifications.

23. Produce all documents and communications with SCE&G in which You assert the IA curtailment language was problematic or "made it extremely difficult" to secure financing prior to making Your filings with the Commission.

24. Produce all documents and communications relating to a potential sale or ownership transfer of Beulah.

Respectfully Submitted,

s/ J. Ashley Cooper  
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*Attorneys for South Carolina Electric &  
Gas Company*

Cayce, South Carolina  
This 18<sup>th</sup> day of February, 2019.